#### X Corp. Exhibit B

#### IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

) Chapter 7
) Case No. 22-33553 (CML)
)

#### NOTICE OF CORRECTED EXHIBIT A TO X CORP.'S LIMITED OBJECTION TO TRUSTEE'S PROPOSED SALE MOTIONS

#### [Related to Docket No. 937]

On November 25, 2024, X Corp., by and through undersigned counsel, filed a limited objection (this "Objection")<sup>1</sup> to the (i) Notice of Successful Bidder and Backup Bidder in the Auction for the Assets of Free Speech Systems, LLC Free and Clear of Any and All Claims, Interests, and Encumbrances [ECF No. 903], (ii) Expedited Motion of Trustee Christopher R. Murray for an Order in Furtherance of the Sale of Assets of Free Speech Systems, LLC [ECF No. 915], and (iii) Trustee's Emergency Motion for Entry of an Order Authorizing (I) the Sale of Intellectual Property Assets in Connection with the Winddown of Free Speech Systems, LLC and (II) the Assumption and Assignment Of Executory Contracts [ECF No. 882].

Exhibit A to the Objection was intended to be the X Terms of Service at the time of the Debtor's chapter 7 filing (Version 17, in effect as of June 10, 2022) (the "<u>Prepetition TOS</u>"). It came to counsel's attention that Exhibit A contained the prior version of the X Terms of Service. Accordingly, X Corp. hereby submits the attached corrected <u>Exhibit A</u> which is the correct

<sup>&</sup>lt;sup>1</sup> Contemporaneously therewith, X Corp. filed X Corp.'s *Limited Statement and Reservation of Rights* in the adversary proceeding, Case No. 24-03238 (CML), pending before this Court. This pleading is being file in the adversary proceeding as well.

Prepetition Terms of Service. With respect to citations to the Prepetition Terms of Service in the Objection, substantively the correct **Exhibit A** and the prior Exhibit A are substantively similar.

Dated: December 5, 2024 Respectfully submitted,

/s/ Caroline A. Reckler

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jon.weichselbaum@lw.com

Counsel to X Corp.

#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served by electronic mail via the Court's ECF system to all parties authorized to receive electronic notice in this case on December 5, 2024.

/s/ Caroline A. Reckler
Caroline A. Reckler

#### **Corrected Exhibit A**

**Prepetition Terms of Service** 



# Twitter User Agreement



#### **Twitter Terms of Service**

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the Twitter User Agreement comprises these <u>Terms of Service</u>, our <u>Privacy Policy</u>, the <u>Twitter Rules and Policies</u>, and all incorporated policies.

If you live in the European Union, EFTA States, or the United Kingdom, the Twitter User Agreement comprises these Terms of Service, our Privacy Policy, the Twitter Rules and Policies, and all incorporated policies.



# If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

# 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.



#### 2. Privacy

Our <u>Privacy Policy</u> (<a href="https://www.twitter.com/privacy">https://www.twitter.com/privacy</a>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

#### 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<a href="https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations">https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts</a>).



If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<a href="https://help.twitter.com/forms/dmca">https://help.twitter.com/forms/dmca</a>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent 1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca

Email: copyright@twitter.com

## **Your Rights and Grant of Rights in the Content**

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein. Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.



You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

#### 4. Using the Services

Please review the <u>Twitter Rules and Policies</u> (and, for Periscope, the <u>Periscope</u> <u>Community Guidelines</u> at <u>https://www.pscp.tv/content</u>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited);

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(iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

Twitter may offer certain services or features for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable <u>Terms for Paid Services</u> (https://legal.twitter.com/purchaser-terms.html).

If you use developer features of the Services, including but not limited to Twitter for Websites (https://developer.twitter.com/en/docs/twitter-for-websites), Twitter Cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/ overview/abouts-cards), Public API (https://developer.twitter.com/en/docs), or Sign in with Twitter (https://developer.twitter.com/en/docs/authentication/ guides/log-in-with-twitter), you agree to our Developer Agreement (https://developer.twitter.com/en/developer-terms/agreement) and Developer Policy (https://developer.twitter.com/en/developer-terms/policy). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on <a href="https://developer.twitter.">https://developer.twitter.</a> com/en/developer-terms. If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (https://hackerone.com/twitter). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master</u> Services Agreement (https://ads.twitter.com/terms).



#### **Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

#### Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

#### **Ending These Terms**

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <a href="https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account">https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account</a> (and for Periscope, <a href="https://help.pscp.tv/customer/portal/articles/2460220">https://help.pscp.tv/customer/portal/articles/2460220</a>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.



We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies or Periscope Community Guidelines, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.twitter.com/forms/general?subtopic=suspended). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

# 5. Disclaimers and Limitations of Liability

#### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.



#### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at <a href="twitter.com/tos">twitter.com/tos</a>, will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

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If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact <u>us</u>.

Effective: June 10, 2022



# If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<a href="https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates">https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates</a>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

# 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

#### 2. Privacy

Our <u>Privacy Policy</u> (<a href="https://www.twitter.com/privacy">https://www.twitter.com/privacy</a>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.



#### 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<a href="https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations">https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations</a> and <a href="https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts">https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts</a>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<a href="https://help.twitter.com/forms/dmca">https://help.twitter.com/forms/dmca</a>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900 San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca

Email: <a href="mailto:copyright@twitter.com">copyright@twitter.com</a>



## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.



#### 4. Using the Services

Please review the <u>Twitter Rules and Policies</u> (and, for Periscope, the <u>Periscope</u> <u>Community Guidelines</u> at <u>https://pscp.tv/content</u>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of

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Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our <u>Privacy Policy</u>.

Twitter may offer certain services or features for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable <u>Terms for Paid</u> Services (https://legal.twitter.com/en/purchaser-terms.html).

If you use developer features of the Services, including but not limited to Twitter for Websites (https://developer.twitter.com/docs/twitter-for-websites), Twitter Cards (https://developer.twitter.com/en/docs/twitter-for-websites/cards/ overview/abouts-cards), Public API (https://developer.twitter.com/en/docs), or Sign in with Twitter (https://developer.twitter.com/en/docs/authentication/guides/log-inwith-twitter), you agree to our Developer Agreement (https://developer.twitter.com/ en/developer-terms/agreement) and Developer Policy (https://developer.twitter. com/en/developer-terms/policy). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on https://developer.twitter.com/en/developerterms/policy. If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (https://hackerone.com/ twitter). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master Services Agreement</u> (<u>https://ads.twitter.com/terms</u>).



#### **Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

#### Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

#### **Ending These Terms**

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <a href="https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account">https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account</a> (and for Periscope, <a href="https://help.pscp.tv/customer/portal/articles/2460220">https://help.pscp.tv/customer/portal/articles/2460220</a>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.



We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies or Periscope Community Guidelines, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.twitter.com/forms/general?subtopic=suspended). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

#### 5. Limitation of Liability

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

#### 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at <a href="twitter.com/tos">twitter.com/tos</a>, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

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These Terms are an agreement between you and Twitter International Unlimited Company, an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you have any questions about these Terms, please contact <u>us</u>.

Effective: June 10, 2022



#### **Twitter Privacy Policy**

#### Before you scroll, read this

It's really hard to make everyone happy with a Privacy Policy. Most people who use Twitter want something short and easy to understand. While we wish we could fit everything you need to know into a Tweet, our regulators ask us to meet our legal obligations by describing them all in a lot of detail.

With that in mind, we've written our Privacy Policy as simply as possible to empower you to make informed decisions when you use Twitter by making sure you understand and have control over the information we collect, how it's used, and when it's shared.



# So if you skip reading every word of the Privacy Policy, at least know this:

#### Twitter is a public platform

Learn what's viewable & searchable

#### We collect some data about you

Learn what we collect & how

#### Affiliate services may have their own policies

Learn about affiliates

#### We use your data to make Twitter better

Learn how we make your info work

#### You can control your experience

Learn how to update your settings

# If you have questions about how we use data, just ask

Learn how to contact us



# Seriously — what happens with my data?

#### What data do you collect about me?

You give some data, we get some data. In return we offer useful services. Not what you had in mind? Check your settings.

#### 1. Information We Collect

The information we collect when you use Twitter falls into three categories.

#### 1.1 Information you provide us

To use some of our products and services you need to have an account, and to create an account, you need to provide us certain information. Likewise, if you use our paid products and services, we cannot provide them to you without getting payment information. Basically, certain information is necessary if you want to use many of our products and services.

• Personal Accounts. If you create an account, you must provide us with some information so that we can provide our services to you. This includes a display name (for example, "Twitter Moments"); a username (for example, @TwitterMoments); a password; an email address or phone number; a date of birth; your display language; and third-party single sign-in information (if you choose this sign-in method). You can also choose to share your location in your profile and Tweets, and to upload your address book to Twitter to help find people you may know. Your profile information, which includes your display name and username, is always public, but you can use either your real name or a pseudonym. And remember, you can create multiple Twitter accounts, for example, to express different parts of your identity, professional or otherwise.



- Professional Accounts. If you create a <u>professional account</u>, you also need
  to provide us with a professional category, and may provide us with other
  information, including street address, contact email address, and contact
  phone number, all of which will always be public.
- Payment Information. In order to purchase ads or other offerings provided as part of our paid products and services you will need to provide us payment information, including your credit or debit card number, card expiration date, CVV code, and billing address.
- **Preferences.** When you set your preferences using your <u>settings</u>, we collect that information so that we can respect your preferences.

## 1.2 Information we collect when you use Twitter

When you use our services, we collect information about how you use our products and services. We use that information to provide you with products and services, to help keep Twitter more secure and respectful for everyone, and more relevant to you.

**Usage Information.** We collect information about your activity on Twitter, including:

- Tweets and other content you post (including the date, application, and version
  of Twitter) and information about your broadcast activity (e.g., TwitterLive or
  Spaces), including broadcasts you've created and when you created them,
  your lists, bookmarks, and communities you are a part of.
- Your interactions with other users' content, such as retweets, likes, shares, replies, if other users mention or tag you in content or if you mention or tag them, and broadcasts you've participated in (including your viewing history, listening, commenting, speaking, and reacting).
- How you interact with others on the platform, such as people you follow and people who follow you, and when you use <u>Direct Messages</u>, including the contents of the messages, the recipients, and date and time of messages.
- If you communicate with us, such as through email, we will collect information about the communication and its content.
- We collect information on links you interact with across our services (including in our emails sent to you).

**Purchase and payments.** To allow you to make a payment or send money using Twitter features or services, including through an intermediary, we may receive information about your transaction such as when it was made, when a subscription is set to expire or auto-renew, and amounts paid or received.



**Device Information.** We collect information from and about the devices you use to access Twitter, including:

- Information about your connection, such as your IP address and browser type.
- Information about your device and its settings, such as device and advertising ID, operating system, carrier, language, memory, apps installed, and battery level.
- Your device address book, if you've chosen to share it with us.

**Location Information.** When you use Twitter, we collect some information about your approximate location to provide the service you expect, including showing you relevant ads. You can also choose to share your current precise location or places where you've previously used Twitter by enabling these settings in your account.

**Inferred Identity.** We may collect or receive information that we use to infer your identity as detailed below:

- When you sign into Twitter on a browser or device, we will associate that browser or device with your account. Subject to your settings, we may also associate your account with browsers or devices other than those you use to sign into Twitter (or associate your signed-out device or browser with other browsers or devices or Twitter-generated identifiers).
- When you provide other information to Twitter, including an email address or phone number, we associate that information with your Twitter account. Subject to your settings, we may also use this information in order to infer other information about your identity, for example by associating your account with hashes of email addresses that share common components with the email address you have provided to Twitter.
- When you access Twitter and are not signed in, we may infer your identity based on the information we collect.

**Log Information.** We may receive information when you view content on or otherwise interact with our products and services, even if you have not created an account or are signed out, such as:

• IP address; browser type and language; operating system; the referring webpage; access times; pages visited; location; your mobile carrier; device information (including device and application IDs); search terms and IDs (including those not submitted as queries); ads shown to you on Twitter; Twitter-generated identifiers; and identifiers associated with cookies. We also receive log information when you click on, view, or interact with links on our services, including when you install another application through Twitter.



**Advertisements.** When you view or interact with ads we serve on or off Twitter, we may collect information about those views or interactions (e.g., watching a video ad or preroll, clicking on an ad, interacting with retweets of or replies to an ad).

**Cookies and similar technologies.** Like many websites, we use cookies and similar technologies to collect additional website usage data and to operate our services. Cookies are not required for many parts of our products and services such as searching and looking at public profiles. You can learn more about how we use cookies and similar technologies <a href="here">here</a>.

**Interactions with our content on third-party sites.** When you view our content on third-party websites that integrate Twitter content such as embedded timelines or Tweet buttons, we may receive log information that includes the web page you visited.

# 1.3 Information we receive from third parties

When you use other online products and services, they may share information about that usage with us.

Ad Partners, Developers, Publishers. Our ad and business partners share information with us such as browser cookie IDs, Twitter-generated identifiers, mobile device IDs, hashed user information like email addresses, demographic or interest data, and content viewed or actions taken on a website or app. Some of our ad partners, particularly our advertisers, also enable us to collect similar information directly from their website or app by integrating our advertising technology. Information shared by ad partners and affiliates or collected by Twitter from the websites and apps of ad partners and affiliates may be combined with the other information you share with Twitter and that Twitter receives, generates, or infers about you described elsewhere in this Privacy Policy.

Other Third Parties, Account Connections, and Integrations. We may receive information about you from third parties who are not our ad partners, such as other Twitter users, developers, and partners who help us evaluate the safety and quality of content on our platform, our corporate affiliates, and other services you link to your Twitter account. You may choose to connect your Twitter account to your account on another service, and that other service may send us information about your account on that service.



#### How do you use my information?

To make Twitter the service you know and love.

#### 2. How we use information

Breaking down how we use the information we collect is not simple because of the way the systems that bring our services to you work. For example, the same piece of information may be used differently for different purposes to ultimately deliver a single service. We think it's most useful to describe the five main ways we use information and if you have questions that are not answered, you can always <u>contact us</u>.

Here we go:

## 2.1 Operate, improve, and personalize our service

We use the information we collect to provide and operate Twitter products and services. We also use the information we collect to improve and personalize our products and services so that you have a better experience on Twitter, including by showing you more relevant content and ads, suggesting people and topics to follow, enabling and helping you discover <u>affiliates</u>, third-party apps, and services.

We may use the information we collect from accounts of other services that you choose to connect your Twitter account to provide you features like cross-posting or cross-service authentication, and to operate our services.

We use your contact information to help others find your account if your settings permit, including through third-party services and client applications.

We use your information to provide our advertising and sponsored content services subject to your <u>settings</u>, which helps make ads on Twitter more relevant to you. We also use this information to measure the effectiveness of ads and to help recognize your devices to serve you ads on and off of Twitter. Some of our ad partners also enable us to collect similar information directly from their website or app by integrating our advertising technology.



Information shared by ad partners and affiliates or collected by Twitter from the websites and apps of ad partners and affiliates may be combined with the other information you share with Twitter and that Twitter receives, generates, or infers about you, as described elsewhere in our Privacy Policy.

#### 2.2 Foster safety and security

We use information we collect to provide for the safety and security of our users, our products, services, and your account. This includes verifying your identity, authenticating your account, and defending against fraud, unauthorized use, and illegal activity. We also use the information to evaluate and affect the safety and quality of content on Twitter - this includes investigating and enforcing our policies and and terms, as well as applicable law.

### 2.3 Measure, analyze and make our services better.

We use the information we collect to measure and analyze the effectiveness of our products and services and to better understand how you use them in order to make them better.

### 2.4 Communicate with you about our services.

We use the information we collect to communicate with you about our products and services, including about product updates and changes to our policies and terms. If you're open to hearing from us, we may also send you marketing messages from time to time.

#### 2.5 Research.

We use information you share with us, or that we collect to conduct research, surveys, product testing, and troubleshooting to help us operate and improve our products and services.



#### My Tweets are public?!?

#### How or when do you share my information?

There's no quick answer to this one, but heads up: Tweets can end up in the news or a search engine.

#### 3. Sharing Information

You should know the ways we share your information, why we share it, and how you can control it. There are five general ways we share your information.

#### 3.1 When you Tweet, post, and share.

With the general public. You are directing us to disclose that information as broadly as possible. Twitter content, including your profile information (e.g., name/pseudonym, username, profile pictures), is available for viewing by the general public. The public does not need to be signed in to view much of the content on Twitter. They may also find Twitter content off of Twitter, for example from search query results on Internet search engines.

**With other Twitter users.** Depending on your <u>settings</u>, and based on the Twitter products and services you use, we share:

- Your interactions with Twitter content of other users, such as likes, and people you follow.
- Content you send to a specific Twitter user, such as through <u>Direct Messages</u>.
   Please keep in mind that if you've shared information like Direct Messages or protected Tweets with someone else who accesses Twitter through a third-party service, the information may be shared with the third-party service.



With partners. Depending on your <u>settings</u>, we also provide certain third parties with information to help us offer or operate our products and services. You can learn more about these partnerships in our <u>Help Center</u>. You can control whether Twitter shares your personal information with these partners by using the "Data sharing with business partners" option in your <u>Privacy & Safety settings</u>. (This setting does not control sharing described elsewhere in this Privacy Policy, such as when we share information with our service providers, or through partnerships other than as described in this Help Center article.)

# 3.2 With third parties & third-party integrations.

With service providers. We may share your information with our service providers that perform functions and provide services on our behalf, including payment services providers who facilitate payments; service providers that host our various blogs and wikis; service providers that help us understand the use of our services; and those that provide fraud detection services.

With advertisers. Advertising revenue enables us to provide our products and services. Advertisers may learn information from your engagement with their ads on or off Twitter. For example, if you click on an external link or ad on our services, that advertiser or website operator might figure out that you came from Twitter, along with other information associated with the ad you clicked, such as characteristics of the audience it was intended to reach and other Twitter-generated identifiers for that ad. They may also collect other personal information from you, such as cookie identifiers, or your IP address.

Third-party content & integrations. We share or disclose your information with your consent or at your direction, such as when you <u>authorize a third-party web client or application</u> to access your account or when you direct us to share your feedback with a business. Similarly, to improve your experience, we work with third-party partners to display their video content on Twitter or to allow cross-platform sharing. When you watch or otherwise interact with content from our video or cross-platform sharing partners, they may receive and process your personal information as described in their privacy policies. For video content, you can adjust your <u>autoplay settings</u> if you prefer that content not to play automatically.



Through our APIs. We use technology like APIs and embeds to make public Twitter information available to websites, apps, and others for their use, for example, displaying Tweets on a news website or analyzing what people say on Twitter. We generally make this content available in limited quantities for free and charge licensing fees for large-scale access. We have <u>standard terms</u> that govern how this information can be used, and a compliance program to enforce these terms. But these individuals and companies are not affiliated with Twitter, and their offerings may not reflect updates you make on Twitter. For more information about how we make public data on Twitter available to the world, visit <a href="https://developer.twitter.com">https://developer.twitter.com</a>.

# 3.3 When required by law, to prevent harm, or in the public interest.

We may preserve, use, share, or disclose your information if we believe that it is reasonably necessary to:

- comply with a law, regulation, <u>legal process</u>, or governmental request;
- protect the safety of any person, protect the safety or integrity of our platform, including to help prevent spam, abuse, or malicious actors on our services;
- explain why we have removed content or accounts from our services (e.g., for a violation of <u>Twitter Rules</u>);
- address fraud, security, or technical issues; or
- protect our rights or property, or the rights or property of those who use our services.

#### 3.4 With our Affiliates.

We may share information amongst our <u>affiliates</u> to provide our products and services.

#### 3.5 As a result of a change in ownership.

We may share, sell, or transfer information about you in connection with a merger, acquisition, reorganization, sale of assets, or bankruptcy. This Privacy Policy will apply to your personal information that is shared with (before and after the close of any transaction) or transferred to the new entity.



# Does data have an expiration date?

#### How long do you keep data?

Generally, we keep your data as long as your account is up.

# 4. How Long We Keep Information

We keep different types of information for different periods of time:

- We keep your profile information and content for the duration of your account.
- We generally keep other personally identifiable data we collect when you use our products and services for a maximum of 18 months.
- Remember public content can exist elsewhere even after you remove
  it from Twitter. For example, search engines and other third parties may
  retain copies of your Tweets longer, based upon their own privacy policies,
  even after they are deleted or expire on Twitter. You can read more about
  search visibility <a href="here">here</a>.
- Where you violate our Rules and your account is suspended, we may keep the
  identifiers you used to create the account (i.e., email address or phone number)
  indefinitely to prevent repeat policy offenders from creating new accounts.
- We may keep certain information longer than our policies specify in order to comply with legal requirements and for safety and security reasons.



#### 5. Take Control

#### How can I control my data?

You can access it, delete it, or change your settings. Basically, you're the boss.

#### 5.1 Access, Correction, Portability.

You can access, correct, or modify the information you provided to us by editing your profile and adjusting your account <u>settings</u>.

- You can learn more about the information we have collected or inferred about you in <u>Your Twitter Data</u> and request access to additional information <u>here</u>.
- You can download a copy of your information, such as your Tweets, by following the instructions <u>here</u>.
- On the Periscope website, you can request correction or modification of your information, and download your account information, by following the instructions <a href="here">here</a>.

To protect your privacy and maintain security, we take steps to verify your identity before granting you access to your personal information or complying with a deletion, portability, or other related request. We may, in certain situations, reject your request for access, correction, or portability, for example, we may reject access where you are unable to verify your identity.



#### 5.2 Deleting your Information.

If you follow the instructions <a href="here">here</a> (or for Periscope <a href="here">here</a>), your account will be deactivated. When deactivated, your Twitter account, including your display name, username, and public profile, will no longer be viewable on Twitter.com, Twitter for iOS, and Twitter for Android. For up to 30 days after deactivation it is still possible to restore your Twitter account if it was accidentally or wrongfully deactivated.

# 5.3 Objecting to, Restricting, or Withdrawing your Consent.

You can manage your privacy settings and other account features <a href="here">here</a>. If you change your settings it may take some time for your choices to be fully reflected throughout our systems. You may also notice changes in your Twitter experience or limitations in your ability to access certain features depending on the settings you've adjusted.

Twitter adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as "interest-based advertising") and respects the DAA's consumer choice tool for you to opt out of interest-based advertising at <a href="https://optout.aboutads.info/">https://optout.aboutads.info/</a>.

#### 5.4 Authorized Agent Requests.

To submit a request related to access, modification, or deletion of your information, or someone else's information if you are their authorized agent, you may also contact us as specified in the How To Contact Twitter section of our Privacy Policy below. We may require you to provide additional information for verification.



#### How does Twitter handle my information wherever I am?

We treat your information fairly, no matter where you live around the world.

#### 6. Your Rights and Ours

We provide Twitter to people all over the world and provide many of the same privacy tools and controls to all of our users regardless of where they live. However, your experience may be slightly different than users in other countries to ensure Twitter respects local requirements.

### 6.1 We have specific legal bases to use your information.

Twitter has carefully considered the legal reasons it is permitted to collect, use, share and otherwise process your information. If you want to dig in to learn more and better understand the nuances, we'd encourage you to check out <a href="this additional information about data processing">this additional information about data processing</a>. And no, we don't sell your personal information.

# 6.2 We move your data to make Twitter work for you.

Just as you use Twitter to seamlessly participate in global conversations with people in countries all over the world, Twitter must move information across borders and to different countries around the world to support the safe and reliable service you depend on. For example, if you live in Europe and are having a conversation with someone in the United States, information has to move between those countries to provide that experience – it's what you expect from us.



We also use data centers and cloud providers, and engage our <u>affiliates</u> and third-party partners and <u>service providers</u> located in many parts of the world to help us provide our services. Before we move data between countries we look at the risks that may be presented to the data and rely on things like standard contractual clauses, where applicable, to ensure your data rights are protected. If data will be shared with a third party, we require them to maintain the same protections over your data that we provide directly.

#### Is Twitter for kids?

Nope, Twitter is not intended for people under 13.

#### 7. Twitter's Audience

Our services are not directed to children, and you may not use our services if you are under the age of 13. You must also be old enough to consent to the processing of your personal data in your country (in some countries we may allow your parent or guardian to do so on your behalf).



#### You there, Twitter?

#### Will this policy change?

If it does, we'll let you know.

# 8. Changes To This Privacy Policy

The most current version of this Privacy Policy governs our processing of your personal data and we may revise this Privacy Policy from time to time as needed.

If we do revise this Privacy Policy and make changes that are determined by us to be material, we will provide you notice and an opportunity to review the revised Privacy Policy before you continue to use Twitter.



#### How can I contact Twitter?

Slide into our ... very official inbox.

#### 9. How To Contact Twitter

We want to hear from you if you have thoughts or questions about this <u>Privacy Policy</u>. You can contact us via our Privacy Policy <u>Inquiries</u> page or by writing to us at the appropriate address below.

If you live in the United States or any other country outside of the European Union, EFTA States, or the United Kingdom, the data controller responsible for your personal data is Twitter, Inc. with an address of: If you live in the European Union, EFTA States, or the United Kingdom, the data controller is Twitter International Unlimited Company, with an address of:

Twitter, Inc.
Attn: Privacy Policy Inquiry
1355 Market Street, Suite 900
San Francisco, CA 94103

Twitter International Unlimited Company
Attn: Data Protection Officer
One Cumberland Place, Fenian Street
Dublin 2, D02 AX07 IRELAND

You can confidentially contact Twitter's Data Protection Officer through our <u>Data Protection Inquiry Form</u>. If you wish to raise a concern about our <u>data processing practices</u>, you have the right to do so with your local supervisory authority or Twitter International Unlimited Company's lead supervisory authority, the Irish Data Protection Commission, using the <u>contact details</u> listed on their website.

Effective: June 10, 2022



#### The Twitter Rules

Twitter's purpose is to serve the public conversation. Violence, harassment and other similar types of behavior discourage people from expressing themselves, and ultimately diminish the value of global public conversation. Our rules are to ensure all people can participate in the public conversation freely and safely.

#### Safety

<u>Violence:</u> You may not threaten violence against an individual or a group of people. We also prohibit the glorification of violence. Learn more about our <u>violent threat</u> and <u>glorification of violence</u> policies.

<u>Terrorism/violent extremism:</u> You may not threaten or promote terrorism or violent extremism. Learn more.

<u>Child sexual exploitation:</u> We have zero tolerance for child sexual exploitation on Twitter. <u>Learn more.</u>

<u>Abuse/harassment:</u> You may not engage in the targeted harassment of someone, or incite other people to do so. This includes wishing or hoping that someone experiences physical harm. Learn more.



<u>Hateful conduct:</u> You may not promote violence against, threaten, or harass other people on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease. <u>Learn more</u>.

<u>Perpetrators of violent attacks:</u> We will remove any accounts maintained by individual perpetrators of terrorist, violent extremist, or mass violent attacks, and may also remove Tweets disseminating manifestos or other content produced by perpetrators. <u>Learn more</u>.

<u>Suicide or self-harm:</u> You may not promote or encourage suicide or self-harm. Learn more.

<u>Sensitive media, including graphic violence and adult content:</u> You may not post media that is excessively gory or share violent or adult content within live video or in profile or header images. Media depicting sexual violence and/or assault is also not permitted. <u>Learn more.</u>

<u>Illegal or certain regulated goods or services:</u> You may not use our service for any unlawful purpose or in furtherance of illegal activities. This includes selling, buying, or facilitating transactions in illegal goods or services, as well as certain types of regulated goods or services. Learn more.

#### **Privacy**

<u>Private information:</u> You may not publish or post other people's private information (such as home phone number and address) without their express authorization and permission. We also prohibit threatening to expose private information or incentivizing others to do so. <u>Learn more</u>.

<u>Non-consensual nudity:</u> You may not post or share intimate photos or videos of someone that were produced or distributed without their consent. <u>Learn more</u>.

#### **Authenticity**

<u>Platform manipulation and spam:</u> You may not use Twitter's services in a manner intended to artificially amplify or suppress information or engage in behavior that manipulates or disrupts people's experience on Twitter. <u>Learn more</u>.

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<u>Civic Integrity:</u> You may not use Twitter's services for the purpose of manipulating or interfering in elections or other civic processes. This includes posting or sharing content that may suppress participation or mislead people about when, where, or how to participate in a civic process. <u>Learn more</u>.

<u>Misleading and Deceptive Identities:</u> You may not impersonate individuals, groups, or organizations to mislead, confuse, or deceive others, nor use a fake identity in a manner that disrupts the experience of others on Twitter.

Learn more.

Synthetic and manipulated media: You may not deceptively share synthetic or manipulated media that are likely to cause harm. In addition, we may label Tweets containing synthetic and manipulated media to help people understand their authenticity and to provide additional context. Learn more.

<u>Copyright and trademark:</u> You may not violate others' intellectual property rights, including copyright and trademark. Learn more about our <u>trademark policy</u> and <u>copyright policy</u>.

#### **Enforcement and Appeals**

Learn more about <u>our approach to enforcement</u>, including potential consequences for violating these rules or attempting to circumvent enforcement, as well as how to appeal.

#### Third-party advertising in video content

You may not submit, post, or display any video content on or through our services that includes third-party advertising, such as pre-roll video ads or sponsorship graphics, without our prior consent.

<u>Note:</u> we may need to change these rules from time to time in order to support our goal of promoting a healthy public conversation. The most current version is always available at <a href="https://twitter.com/rules.">https://twitter.com/rules</a>.